

5.A TROUBLE REPORTING

5.A.1 If the interconnector detects trouble on an Interconnection circuit and does not require a security dispatch, it should call its normal reporting bureau (e.g. Interexchange Carrier Center (IECC), Local Operations Center (LOC), Special Services Center, Customer Services Bureau, or Special Services Reporting Bureau) to report trouble and provide all circuit ID information and a detailed explanation as to the nature of the trouble.

5.A.2 If the interconnector detects trouble on an Expanded Interconnection circuit and requires a security dispatch, it should call its normal reporting bureau to report trouble on all circuits affected and a detailed explanation as to the nature of trouble. The interconnector must also request a security dispatch to the designated central office.

5.B CENTRAL OFFICE REPAIR

5.B.1 PHYSICAL COLLOCATION

CENTRAL OFFICE MAINTENANCE

5.B.1.1 SWBT's maintenance responsibilities will end at the network interface. The interconnector will be responsible for the following:

- ° All cross-connections on the POT frame
- ° Replacement of blown fuses on the POT frame
- ° Maintenance of its own equipment
- ° Surveillance of all equipment and fuse alarms within the partitioned area (including the POT frame).

COLLOCATION AREA ACCESS

5.B.1.2 Where it is not possible to provide the interconnector with secure access to the collocation area, a SWBT security escort will be required.

5.B.1.3 When an interconnector requires access to a non-secure central office, its normal reporting bureau (e.g. IECC) should be notified 2 business days in advance. The reporting bureau will contact the Network Operations Center (NOC) responsible for the particular central office, and the Switching Control Center (SCC) will in turn contact the interconnector to arrange for a meet point and time. The interconnector will provide the SCC with a telephone number which is accessible 24 hours a day to be used as a contact point should the need arise.

5.B.1.4 The SWBT security escort will remain with the interconnector for the duration of the office visit.

5.B.1.5 Other access to the interconnector's partitioned space by SWBT will only be allowed with the permission of the interconnector. SWBT may access the partitioned space without notice for the purpose of averting any threat of harm inadvertently imposed upon the operation of SWBT's equipment, facilities and/or personnel by the interconnector or its equipment and facilities.

5.C SECURITY ESCORTS

INSTALLATION

5.C.1 If the interconnector requires access to a designated security escort central office, the interconnector should call the designated collocation dispatch number for the applicable Primary Market Area and request a security dispatch. The interconnector **MUST** provide the unique assigned CLLI code when calling for a security dispatch. The interconnector will be advised that it will be contacted by the (SCC) to establish a meet point and time. The interconnector will provide the SCC with a telephone number which is accessible 24 hours a day to be used as a contact point should the need arise.

5.C.2 The SWBT security escort will remain with the interconnector for the duration of the office visit.

MAINTENANCE

5.C.3 If the interconnector detects trouble on an Expanded Interconnection circuit and requires a security escort dispatch, it should call its normal reporting bureau to report trouble on all circuits affected. The interconnector should provide a detailed explanation as to the nature of the trouble. It is imperative that the interconnector also request a security dispatch to the designated central office.

Section 6

Real Estate & Architecture

- A. Building Alterations*
- B. Cage Construction*
- C. Environmental Conditions*
- D. Security / Building Access*

6.A BUILDING ALTERATIONS FOR PARTITIONED SPACES

6.A.1.1 All building modifications, additions and rearrangements must comply with state and local building codes and standard SWBT building practices, including seismic and ADA requirements as they would normally apply.

6.A.1.2 SWBT will not relinquish forecasted space or facilities, or undertake the construction of building additions or new facilities to satisfy an interconnector's request.

6.A.1.3 The time interval for subsequent interconnector requests compared to the first request will generally be shorter. This is due to the completion of general building alterations required for collocation being finished with the first interconnector request.

6.A.1.4 Wherever possible, the interconnector's partitioned space will be located such that it can be separated from the rest of the building to allow for direct access from the exterior, or via controlled access through secured corridors to the partitioned space. This will eliminate the need for a security escort to the interconnector's equipment. The collocation area is that area where one or all of the interconnectors' partitioned spaces are located. In most cases, the collocation area will include a common area accessible by all the interconnectors.

6.A.1.5 If the interconnector's partitioned space is provided in non-equipment type areas, i.e. administrative space, the partitioned space will be compartmentalized or separated from the surrounding area by fire-rated construction. This would most likely be drywall construction using fire-rated materials to achieve a full one-hour rated enclosure.

6.A.1.6 If the interconnector's space is situated in vacant equipment areas, the partitioned space would not require fire-rated separation from the surrounding area. Consequently, any one of the cage construction materials identified in Section 6.B could be utilized. Individual local circumstances may warrant a more secure separation than that provided by welded wire mesh. There may be specific situations where drywall construction will be required to meet local conditions.

6.A.1.7 Each building will have a continuous conduit path from the Cable Entrance Facility (CEF) or Cable Vault up to and/or through floors and walls to the partitioned space. The conduit will provide a secure and noncombustible path such that no additional racking or support elements are necessary for the interconnector's cable to be brought into each partitioned space. If the conduit is mounted to the underside of the roof deck or ceiling, the conduit will be extended down to approximately eight feet (8') above the floor. Conduit bends will have a minimum radius of three feet (3') and pull boxes or "slip sleeves" will be provided after every fourth bend. The intent is to provide a protected path for the interconnector's cable from the CEF all the way to the interconnector's partitioned space. This includes necessary fire stopping at walls and floors. The conduit will be four inch (4") diameter metallic material. The conduit will have a "pull wire" to facilitate installation of the cables and to verify overall conduit length. If additional conduit runs are required beyond what is described above or required by the tariff, SWBT will be compensated for same on an individual case basis.

6.A.1.8 Some SWBT buildings will require a security escort for the interconnector to access its equipment. For example, this situation cannot be avoided in buildings where the only space available for collocation is located at a remote area from the ground floor or where direct access from the exterior cannot be achieved. In these cases, the interconnector must arrange for a security escort as described in Section 5.C The interconnector will be advised of this condition when a request is filed.

6.A.1.9 SWBT will provide access cards/keys to the interconnector for exterior entrance door and partitioned space entry when the partitioned space is ready for occupancy.

6.A.2.1 GENERAL PROVISIONS FOR TENANT ACCOMMODATIONS

A. Partitioned space will be offered in 100 square foot increments per central office. Additional space will be offered in 100 square foot increments on an as-needed basis where available. SWBT will notify the interconnector when the partitioned space is ready for occupancy. Unless there are circumstances beyond its control, the interconnector must place transmission equipment in the partitioned space within the number of days specified by applicable tariffs or agreements after it is ready for occupancy. If the interconnector fails to do so, the partitioned space reverts to available space.

B. SWBT may enclose the partitioned spaces where the interconnector-provided equipment is located. The enclosure will conform with the standards for health, safety and security to which SWBT presently adheres within a central office environment.

C. SWBT will designate the floor space within each central office which will constitute the collocation area.

D. In addition to the floor space, SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for the interconnector's equipment in the same manner that it provides such support items to its own equipment within that central office.

E. SWBT will permit the interconnector's employees, agents and contractors to have access to the areas where the interconnector's partitioned space is located at all reasonable times, provided that the interconnector's employees, agent and contractors comply with the policies and practices of SWBT pertaining to fire, safety and security. SWBT will also permit all employees, agents and contractors of interconnectors to have access to the interconnector's cable and associated equipment within the partitioned space where it is exposed for such access and connections exist or are planned.

F. SWBT may at any time, for purposes of inspection, access the partitioned space by prior notice and may, without prior notice, access the partitioned space for purpose of averting any threat of harm inadvertently imposed by the interconnector or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the partitioned space.

G. The interconnector is responsible for immediate verbal notification to SWBT of significant outages or operational problems which could impact or degrade SWBT's equipment and/or services and provide estimated clearing time for restoral. In addition, written notification must be provided within 24 hours.

H. The physical collocation interconnector will bring its cable to the central office entrance manhole and leave sufficient cable length in order for SWBT to be able to fully extend the interconnector-provided cable through the vault to the partitioned space.

- I. Interconnector facilities and equipment located in a SWBT central office building pursuant to the applicable tariff or agreement will meet the safety requirements as specified by SWBT. Interconnector-designated equipment or operating practices representing a significant demonstrable technical threat to SWBT's network are not permitted.
- J. The interconnector is responsible for removal of its equipment. If the interconnector fails to remove its equipment within 30 days after discontinuance of use, SWBT will remove the equipment on a time and materials basis.

6.B CAGE CONSTRUCTION

6.B.1 An interconnector may request partitioned space in 100 sq. ft. increments.

6.B.2 Each cage will be constructed utilizing any of the following construction materials:

- ° drywall type partition construction consisting of metal studs covered by sheetrock/drywall
- ° welded wire fabric consisting of individual sections supported by metal framing members

NOTE: Use of welded wire fabric or equivalent is essential to provide proper grounding of the enclosure. (Chain link fencing or woven wire fabric may pose grounding related problems.)

6.B.3 The above construction materials will be used as specific building conditions dictate. In most cases, the interconnector's partitioned space will be constructed using welded wire fabric. If this material is not satisfactory for any reason, the interconnector must advise SWBT of same when filing an application.

6.B.4 Each cage will be 100 square feet in size with additional space offered in 100 square foot increments on an as needed basis where available. Generally speaking, the cage will be 10 feet by 10 feet (10' x 10'). However, dimensions may vary due to individual building circumstances. The cage shall have a ceiling or top, or the sides shall be extended up to the underside of the roof or floor above. This is necessary to provide a "Secure" cage enclosure. Existing conditions must be taken into consideration to determine how the cage is constructed at each facility. If the cage has a top, it will be at least eight feet (8') above the floor. The cage will have a three foot (3') by seven foot (7') door with a hasp to accept a padlock or an integrated door lock for controlled access by the interconnector. Each cage will be keyed separately. SWBT will have a master key for access under special conditions as noted elsewhere in this publication.

6.B.5 SWBT will provide framed openings in the sides or top of the cage as necessary to allow for cable access to the interconnectors equipment. Cage construction will also take into consideration the existing overhead telephone cabling, racking, etc. SWBT will not enclose any of it's own existing cabling and/or racking within the interconnector's cage. This also applies to other interconnector equipment and cabling.

6.B.6 Each partitioned space will be equipped with two (2) 120 volt AC duplex convenience outlets necessary to provide power for task lighting and miscellaneous use by the interconnector. General lighting for each partitioned space will be provided by two (2) 2-lamp, 40 watt fluorescent light fixtures located directly above or inside each partitioned space. Relamping of the light fixtures will be provided by SWBT. Necessary switches for control of individual partitioned space lighting will also be provided by SWBT. Emergency lighting will be installed as required by SWBT practices and/or local building codes.

6.B.7 Adequate environmental control of the partitioned space will also be provided. SWBT has planned for air conditioning based on power consumption of each interconnector's transmission equipment at 100 amps, negative 48 volt DC. The interconnector must advise SWBT when filing its application of any specific cooling requirements which exceed this design load. The interconnector will be required to pay for any additional cooling on a custom work order basis.

6.B.8 Required fire extinguishers will be provided by SWBT in the collocation area for accessibility by all interconnectors. A separate fire extinguisher will not be located in each interconnector's partitioned space.

CAGE GROUNDING

6.B.9 Each cage will have a separate ground bar provided and installed by SWBT. SWBT will complete all necessary grounding of the cage and make arrangements for connections to the interconnector's equipment. Final connections to the interconnectors equipment will be made by the interconnector. If the cage construction employs metallic materials, SWBT will bond each cage or sections of a cage together using a #6 insulated stranded copper conductor and two-hole bolted/compression connector. Refer to Section 3.B for additional grounding information.

6.C ENVIRONMENTAL CONDITIONS

6.C.1 All equipment must adhere to prevailing environmental standards. All equipment utilized in a SWBT equipment building must meet the level one requirements specified in the Network Equipment Building System (NEBS) criteria levels: SR-3580 Issue 1, November, 1995..

6.C.2 As with all SWBT equipment locations, interconnectors are required to keep its respective partitioned space clean and void of all nonessential materials. This specifically includes packaging materials, paper products, plastic and all flammable products.

6.C.3 SWBT may at any time, for purposes of inspection, access the partitioned space by giving proper notice to the interconnector. SWBT may access the partitioned space without prior notice for the purpose of averting any threat of harm inadvertently imposed upon the operation of SWBT's equipment, facilities and/or personnel by the interconnector or its equipment and facilities.

6.C.4 SWBT will provide heating, air conditioning, and other environmental support necessary for the interconnector's equipment in the same manner that it provides such support items for its own equipment.

6.C.5 Interconnectors will not be allowed to bring any hazardous materials into a SWBT equipment building. If any material is thought to contain a hazardous or toxic substance, the appropriate SWBT person will be notified at once and required action taken.

6.C.6 Some floor tiles in SWBT buildings may contain non-friable asbestos. SWBT has procedures in place for drilling holes when asbestos-containing floor tiles are encountered. The interconnector must follow these procedures or other governmental approved procedures addressing the proper handling, removal and disposal of asbestos containing material. The interconnector should request a copy of SWBT's procedures when filing a request for Physical Collocation.

6.C.7 Each interconnector will be responsible for all "house services" or cleaning within the partitioned space, except for relamping of light fixtures that may be mounted inside the partitioned space. Common areas adjacent to the interconnectors partitioned spaces will have house service provided by SWBT. Flammable cleaning supplies will not be stored in the partitioned space or any common area. Other house service supplies must be stored in a metal cabinet. SWBT will periodically inspect the partitioned spaces to ensure compliance with SWBT house service standards.

6.C.8 Power actuated cleaning equipment (i.e. vacuums or buffers) must be approved by SWBT prior to use due to potential interference with central office equipment operation.

6.D SECURITY AND BUILDING ACCESS

6.D.1 In most cases, partitioned spaces will be located in a collocation area within the central office. This area will be accessible by the interconnector without gaining access to other parts of the building. In many cases, Electronic Access Control (i.e. keycards) will be installed at the collocator's exterior entrance to the building and the common entry to the collocated space on both sides of the entrance door(s) to restrict and document access to the area. Another lock mechanism will be used on the individual partitioned space. In a single floor central office, access may be through a separate entrance created in the exterior wall of the central office building which will enter directly into the collocation area, or, in those offices where there is only room for one physical interconnector, directly into the partitioned space. A SWBT representative will have a key/key card to each collocation area and partitioned space. See 6.D.8.

In the event that an action by an interconnector jeopardizes the integrity of the building security (lost key, etc.), that interconnector will be responsible for all costs necessary to restore the building security in that location.

6.D.2 SWBT will permit the interconnector's employees, agents and contractors to have access to the areas where the interconnector's partitioned space is located at all times, provided all individuals comply with the policies and practices of SWBT pertaining to fire, safety and security. Interconnectors are required to wear SWBT vendor picture ID badges at all times while on SWBT premises.

6.D.3 The interconnector will be responsible for conducting its own security background checks for all of its employees or agents who could possibly have unrestricted access to SWB areas in the building (including common areas) and report the results to their SWB Account Manager. Anyone found to have a criminal record will be referred to SWB Security to determine the level of access that will be permitted.

This security check is not required for individuals who will have access only to the interconnector's caged area or will who will obtain access only via a full time security escort.

6.D.4 Where it is not possible to provide the interconnector with a secure access method to the collocation area, a SWBT escort will be required. SWBT will check the Vendor ID before granting access to the central office. The security escort will stay with the interconnector at the interconnector's expense while all job functions are performed.

6.D.5 Interconnectors are allowed to access common areas as well as staging areas to the extent that these areas or rooms are directly accessible from the collocation area. SWBT is not required to provide a secured path to these areas if they are located elsewhere in the building. The common area associated with each partitioned space should be considered for use as the interconnector's staging area. The interconnector is expected to leave all common areas in a "broom clean" condition. Any clean up work required by SWBT will be billed back to the interconnector for time and materials.

6.D.6 If access to a staging area is necessary in a non-secured office, a security escort must be requested and dispatched upon notice by the interconnector. A staging area is not a long term storage location and should not be utilized as such.

6.D.7 SWBT may at any time for purposes of inspection access the partitioned space by prior notice to the interconnector. SWBT may access the partitioned space without notice for the purpose of averting any threat of harm inadvertently imposed upon the operation of SWBT's equipment, facilities and/or personnel by the interconnector or its equipment and facilities.

6.D.8 It is SWBT's intention to construct a secure path of travel to the collocation area, at the collocator's expense, whenever technically and economically feasible. When a secure path can be

constructed, there should be no need for an escort, since the collocater's access will be electronically monitored.

Where economically feasible, due to existing security system infrastructure, electronic access control (i.e. cardkey) devices will be installed at the collocater's building entrance and at the collocation area entry door. However, some buildings will be secured via existing security access systems and/or hardware (i.e. combination locks, keyed locks or some other form of electronic access device). Regardless of how the building is secured, the collocater will be charged for all security system equipment necessary to secure the collocater's exterior entrance and the collocation area entry door. Securing existing doors, along the collocater's secure path of travel will not be charged to the collocater.

AGREEMENT NO: _____

POLE AND CONDUIT LICENSE AGREEMENT

PACIFIC BELL, a California corporation, hereinafter called "Licensor", and _____, hereinafter individually and collectively called "Licensee", mutually agree that the following terms and conditions shall govern Licensee's use of Outside Plant (as defined herein) in which Licensor has an ownership or other interest within the areas in the areas in or near _____ which is delineated on the map hereto attached, marked "Exhibit A", and hereby made a part hereof.

1. DEFINITIONS

(a) Applicable construction Requirements shall include Licensor's Manual of Construction Procedures and Agreement, Administrative Guide for Authorized Licensees, and General Orders 95 and 128 of the California Public Utilities Commission.

(b) Licensor, except as other side provided herein, shall mean Pacific Bell, its officers, directors, agents or employees.

(c) Licensee, except as otherwise provided herein, shall mean the entity, its officers, directors, agents, employees and contractors, or person requesting permission to attach to or occupy Licensor's Outside Plant.

(d) Outside Plant shall mean poles, underground conduit, manholes and handholes owned in whole or in part by Licensor or other owners of the Outside Plant.

(e) Facilities shall mean cable, wires, appliances and other appurtenances.

2. LICENSEE'S USE OF OUTSIDE PLANT

Licensee's use of Licensor's Outside Plant shall be confined to supporting those Facilities which Licensor has given Licensee permission to install. Licensee shall not use the Facilities attached to or placed in Licensor's Outside Plant for any unlawful purpose.

3. SUBMITTING APPLICATIONS

(a) Whenever Licensee shall desire to place Facilities on or in any of said Outside Plant, Licensee shall make written application to Licensor in triplicate for permission to do so. Such application shall be substantially in the form of "Exhibit B" hereto attached.

(b) Upon receipt of said application, Licensor or Licensee shall survey the Outside Plant covered by said application to determine whether sufficient space is available to accommodate Licensee's Facilities and whether rearrangements or changes to said outside Plant or Facilities existing thereon or therein will be required to accommodate Licensee's facilities in accordance with Licensor's Applicable Construction Requirements. If Licensor determines that any such rearrangements or changes are required, Licensor shall return said application to Licensee together with a list of the rearrangements or changes required by all parties and an estimation of the cost to identify and perform Licensor's portion thereof. Licensor's estimate shall also include the cost to perform any inspections under Paragraph 9 of this Agreement. If Licensee still desires to use said Outside Plant, Licensee shall return its application marked to so indicate, together with an advance payment of Licensor's estimated costs as a deposit toward the actual cost to perform Licensor's portion of said work. Upon receipt of Licensee's marked application and advance payment, Licensor shall perform its portion of said work on or in said Outside Plant at Licensee's sole cost and expense.

c) Licensor shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other owner or user of said Outside Plant to make any rearrangements or changes to their Outside Plant or Facilities which will be required to accommodate Licensee's Facilities.

Licensee shall be responsible for: (1) requesting that said other owners make any of said required rearrangements or changes; (2) obtaining such approvals as are necessary from said other owners prior to placing Licensee's Facilities on or in Licensor's Outside Plant; (3) assuring that all necessary rearrangements or changes by such other owners have been completed before Licensee places its Facilities on or in said Outside Plant, if prior placement of Licensee's Facilities will result in a deviation from Applicable Construction Requirements; and (4) reimbursing said other owners for making any such rearrangements or changes.

4. PERMISSION TO OCCUPY

Upon completion of the work described in Paragraph 3 above, Licensor shall grant Licensee written permission to install, maintain and use the Facilities described in said application on or in the Outside Plant identified therein, subject to the terms and conditions of said application. Such permission shall be substantially in the form of "Exhibit C" hereto attached. Before commencing installation of said Facilities, Licensee shall provide Licensor with reasonable notice so that Licensor may arrange, at its option and at Licensee's sole cost and expense, to have Licensor's inspector present during said installation.

5. LAWFUL EXERCISE OF PERMISSION

Licensee shall obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary from the lawful exercise of the permission granted by any application approved hereunder.

6. TIMEFRAMES FOR PLACEMENT OF FACILITIES

Licensee shall complete the placement of its Facilities on or in the Outside Plant covered by each approved application within such time limit as Licensor shall designate on said application: provided, however, that said time limit shall be extended to compensate for any delays in such placement: (1) caused solely by Licensor, or 2) beyond the reasonable control of Licensee. In the event Licensee should fail to complete placement of its Facilities within said prescribed time limit, the permission granted by Licensor to place said Facilities may be revoked by Licensor upon thirty(30) days prior written notice to Licensee: provided however, said revocation will be abeyed so long as Licensee undertakes and continues substantial effort to complete the placement of its Facilities. In the event permission is revoked, Licensee shall not have the right to place said Facilities without first reapplying for and receiving permission to do so as prescribed in Paragraph 3 above.

7. SUSPENSION OF WORK

Licensor shall have the right to require Licensee to suspend immediately, upon oral or written notice any work being performed or to be performed by licensee hereunder whenever in Licensor's sole opinion such work is being performed or is to be performed in a manner contrary to any of the provision of this Agreement, or in any manner which is likely to cause injury to persons or damage to property. Licensee shall not resume any such work until Licensor has given its oral or written approval to do so.

8. DAMAGE TO FACILITIES

Licensors and Licensee shall exercise precaution to avoid causing damage to each other's Facilities or those of others on or in said Outside Plant and shall make an immediate report of the occurrence of any such damage caused by its employees, agents or contractors, to the owner(s) of said Outside Plant or Facilities. The party causing the damage agrees to reimburse the damaged owner(s) for all reasonable direct costs incurred in making replacements or interruption of service or for interference with the operation of each other's facilities, or for any indirect, special, or consequential damages.

9. INSPECTIONS

All work performed by Licensee shall be performed in accordance with this Agreement and Applicable Construction Requirements. Licensors shall have the right: (a) to inspect each new installation of Licensee's Facilities on or in the vicinity of said Outside Plant; and (b) to make periodic inspections of Licensee's Facilities upon thirty (30) days prior written notice to Licensee. Licensee shall pay Licensors upon demand Licensors' charges for making such inspections. If, upon completion of any said inspections, Licensors notifies Licensee to correct omission to violations of, or deviations from any of said Applicable Construction Requirements, Licensee shall correct said violations of, or deviations from any of said Applicable Construction Requirements, Licensee shall correct said omission, violations or deviations with 45 days, except that if, in Licensors' sole opinion, such omissions, violations or deviations present a serious threat of immediate bodily harm or injury or damage to property, Licensee shall make said corrections within 48 hours of Licensors' oral notice to do so. If Licensee fails to make said corrections within the required timeframes, Licensors may, at its option, make said corrections at Licensee's sole cost, risk and expense; provided further, however, that if Licensee fails to correct deviations which present a serious threat of immediate bodily harm or injury or damage to property, Licensors may withhold permission for Licensee to use any Outside Plant covered by additional applications until said corrections are made by Licensee.

10. SUBSEQUENT PLACEMENT OF FACILITIES

(a) Licensee shall not have the right to place, nor shall it place, any additional Facilities on or in the Outside Plant without first making a written application for and receiving permission to do so, as prescribed in Paragraph 3 above; nor shall Licensee change the position of any Facilities on or in said Outside Plant without Licensors' prior written approval.

(b) If Licensors finds that Licensee has placed any Facilities on or in any part or parts of said Outside Plant without first making a written application for and receiving permission to do so, Licensors, without prejudice to its other rights or remedies under this Agreement may (1) require Licensee to remove such Facilities forthwith, or (2) remove said Facilities at the sole risk and expense of Licensee; provided however, prior to removal of such Facilities, Licensors shall provide Licensee or prospective Licensee a reasonable period of time, not to exceed 30 days in which to remove its Facilities or apply for authority to Licensors to attach or occupy and to pay the liquidated damages provided in this Paragraph 10(b). Licensee shall pay Licensors upon demand Licensors' charges for such removal.

Licensors and Licensee further agree, because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized use of Licensors' Outside Plant, that Licensee shall pay to Licensors as liquidated damages and not as a penalty for each unauthorized placement an amount equal to three (3) times the current annual charges and any actual damages which may have resulted from the unauthorized use. Such liquidated damages represent a reasonable endeavor by the parties to estimate a fair compensation for the other sums due and payable under this Agreement or otherwise. No act or failure to act by Licensors with regard to said

unauthorized use shall be deemed a ratification on the giving of permission for such use. If permission should subsequently be given for such use after Licensee has made written application therefor; said permission shall not operate retroactively or constitute a waiver by Licensor of any of its right or privileges under this agreement or otherwise.

11. NO OBLIGATION

(a) Nothing in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Outside Plant. No use, however extended of any of said Outside Plant under this Agreement shall create or vest in Licensee any ownership or property rights therein; Licensee's rights hereunder shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any particular Outside Plant for a period longer than demanded by its own service requirements.

(b) The Licensor retains the right, in its sole judgment, to determine the availability of space in a conduit system. In the event the Licensor determines that it would be in its best interest to abandon an underground structure, the occupant of a duct, or portion thereof, will have first right of refusal to purchase.

12. SUBSEQUENT WORK BY LICENSEE

(a) Licensee, upon written notice from Licensor and at its own sole risk and expense, shall relocate, replace or transfer its facilities, or shall perform any other work in connection with said Facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk, cost and expense, relocate, replace or transfer Licensee's Facilities or perform any other work in connection with said Facilities that may be required by Licensor to meet its own service requirements or those of any other owner of an interest in said Outside Plant. Licensee shall pay Licensor upon demand Licensor's charges for performing any such work.

(b) In the event of any service outage affecting both Licensor's and Licensee's Facilities, both parties shall mutually agree on reasonable restoral plans.

(c) With Licensor's prior concurrence, Licensee, without charge and where available, may temporarily use spare duct or innerduct for emergency maintenance purposes. Such Licensee emergency Facilities shall be removed within ninety (90) days after the date Licensee replaces its existing Facilities in one duct with the placement of substitute Facilities in another duct unless Licensee applies for and Licensor grants a license for such conduit system occupancy. In cases where an emergency exists that affects both parties, and where only one spare innerduct of duct is present. Licensor has maintenance priority.

13. SUBSEQUENT WORK BY LICENSOR

If in Licensor's judgment, Licensee's existing Facilities on or in any Outside Plant interfere with or prevent the placement of any Facilities thereon or therein by Licensor or by any other owner of said outside Plant, and if said Facilities could be placed on or in said outside Plant by removing Licensee's Facilities therefrom, by rearranging Licensor's or such other owner's existing facilities or by replacing said Outside Plant, Licensor shall notify Licensee in writing of the removal, arrangement, or replacement required in order to continue the accommodation of Licensee's Facilities. If Licensee desires to continue to maintain its Facilities on or in said outside Plant, Licensee shall so notify Licensor, and Licensor shall perform such work as is required, at the sole cost and expense of Licensee. Licensee shall pay Licensor upon demand Licensor's charges for performing said work. If Licensee does not desire, Licensee shall remove its Facilities on or in said outside Plant, or if Licensee does not notify Licensor of its desire, Licensee shall remove its Facilities from said Outside Plant within thirty (30) days after such notification from Licensor.

14. MULTIPLE LICENSEES

If in Licensors judgment, Licensee's existing Facilities on or in any Outside Plant interfere with or prevent the placement of Facilities thereon or therein by additional Licensee, and if said Facilities could be placed on or in said outside Plant by rearranging Licensee's Facilities, by rearranging Licensors or other owners existing Facilities, or by replacing said Outside Plant, Licensors shall provide Licensee forty-five (45) days notice in writing of the need and a request to rearrange or replace its Facilities and provide Licensee an opportunity to review and comment on the request and to assist in the development of plans to accommodate the Facilities of additional Licensees. Licensee, at the sole cost and expense of the additional Licensee, shall rearrange or replace its Facilities in order to accommodate the Facilities of the additional Licensee. In the event that Licensee does not rearrange or replace its Facilities within a reasonable period of time, Licensors, at its discretion and without liability of any kind or nature to Licensee, may (a) rearrange or replace Licensee's Facilities or (b) authorize the additional Licensee to rearrange or replace Licensee's Facilities; provided however, that if Licensors elects to rearrange or replace Licensee's Facilities, the additional Licensee shall pay Licensors the cost thereof as provided in Paragraph 3 of this Agreement.

15. PERFORMANCE BY LICENSOR

If Licensee should fail to perform any work which it is obligated to do under this Agreement within the time allowed for such work, Licensors may elect, by prior written notice to Licensee, to perform such work at Licensee's sole risk and expense, and Licensee shall pay Licensors upon demand Licensors charges for performing such work. Unless otherwise provided in this Agreement, prior to the termination of this Agreement or performing work on behalf of Licensee, Licensors shall provide Licensee with a reasonable period of time in which to cure any defaults or breaches of this Agreement.

16. VOLUNTARY REMOVALS

Licensee may at any time elect to permanently remove its Facilities from any said Outside Plant. In such case, Licensee shall immediately provide Licensors with written notice of such removal on the form from time to time prescribed by Licensors. Removal of said facilities from any part of said Outside Plant shall constitute a termination of Licensee's right to use such part.

17. RECURRING CHARGES

For the privilege of placing and maintaining its facilities on or in said Outside Plant, Licensee shall pay to Licensors amounts set forth in "Exhibit D" which is attached hereto and hereby made a part hereof.

18. PAYMENTS

All amounts payable by Licensee to Licensors under this Agreement shall, unless otherwise specified, be payable within sixty (60) days from the billing date. Balances unpaid after sixty (60) days will be subject to a late payment charges computed at the rate of eighteen percent (18%) per annum; provided however, that payment of said charge shall not waive or excuse the default.

19. DEFAULT

The occurrence of any of the following shall constitute a material, substantial breach and default of this Agreement by Licensee:

(a) The failure by Licensee to make any payment required to be made by Licensee hereunder and when payable where such failure continues for ten (10) calendar days from the date of written notice of delinquency by Licensors;

(b) The assignment, subletting or transfer of any interest under this Agreement in violation of Paragraph 31 of this Agreement;

(c) Cancellation, revocation or termination of the franchise by the franchising authority for any franchise area subject to this Agreement after Licensee has exhausted its administrative and judicial remedies;

(d) The failure of Licensee to maintain the insurance and bond requirements in compliance with Paragraphs 25 and 26 of this Agreement;

(e) The occurrence of any of the events set forth in Paragraph 28 ("bankruptcy of Licensee");

(f) The failure to indemnify and hold Licensor harmless, to defend any suit or legal proceeding or to pay any claim as provided in Paragraph 23 of this Agreement;

(g) Any material violations of this Agreement, including, but not limited to, violations of Paragraph 8 ("Damage to Facilities"), Paragraph 27 ("Liens") or Paragraph 29 ("Confidential Information") of this Agreement.

20. BANKRUPTCY OF LICENSEE

(a) The occurrence of any of the following shall constitute a default which may be a basis for termination of this Agreement:

(1) Licensee files for protection under the Bankruptcy Code of the United States or any similar provision under the laws of the State of California; or

(2) Licensee has a receiver, trustee, custodian or other similar official appointed for all or substantially all of its business or assets; or

(3) Licensee makes an assignment for the benefit of its creditors.

(b) Election to Assume Agreement

In the event that a petition for reorganization or adjustment of debts is filed under chapter 11 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to Chapter 11, Licensee must elect to assume this Agreement within 120 days from the filing or conversion of the petition under chapter 11, or Licensee's trustee or the debtor-in possession be deemed to have rejected this Agreement.

(c) Cure or Adequate Assurance

For purpose of this section, "Assurance" shall mean no less than trustee or the debtor has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure that sufficient funds will be available to fulfill the obligations of debtor under this Agreement.

No election by trustee or debtor to assume this Agreement shall be effective unless each of the following conditions has been satisfied:

(1) trustee or debtor has cured all defaults under the Agreement or has provided Licensor with assurance that it will cure all defaults, including, but not limited to, such defaults which are susceptible of being cured by the payment of money within 10 days from the date of assumption and all other defaults under this Agreement by the performance of any act required promptly after the date of such assumption;

(2) Trustee or debtor has provided Licensor with assurance of future performance of the obligations under this Agreement and if such assurance has been provided, trustee or debtor shall also deposit with Licensor, as security for the timely payment of all monetary amounts under the Agreement, a faithful performance bond equal to two (2) years estimated semiannual charges;

(3) In the event that this Agreement is assumed in accordance with the paragraphs herein and thereafter debtor is liquidated or files a subsequent petition in bankruptcy under Chapter 11 of the Code, Licensor may, at its option, terminate this Agreement and all right of debtor hereunder by giving debtor notice of election so to terminate within 30 days after the occurrence of either of such events.

(d) Assignment of Agreement

Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations

arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor an instrument confirming such assumption.

21. TERMINATION

Except as otherwise set forth in Paragraph 20 above, in the event of any material default or breach of this Agreement by Licensee, in addition to all other rights and remedies which Licensor may have at law or equity, Licensor shall have the immediate right to terminate this Agreement by giving Licensee thirty (30) days prior written notice of said termination: provided, however, that said notice shall specify the cause. In the event this Agreement is terminated as provided in this Paragraph 21, Licensor shall not be liable to Licensee or any other person or entity for any losses, damages or claims which may arise as a result of said termination. Licensee shall pay to Licensor any costs or expenses incurred by Licensor prior to the termination of said Agreement and Licensor shall refund to Licensee any advance payment after deducting any costs or expenses incurred prior to said termination.

Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing or which arises out of any claim that may have accrued or may be accruing at the time of termination.

22. COSTS AND ATTORNEYS' FEES

If Licensor or Licensee shall bring any action for any relief against the other, declaratory or otherwise, or any action by Licensor for the recovery of payments due under this Agreement, the losing party shall pay the prevailing party's costs and expenses, including reasonable attorneys' fees as ordered by the court or regulatory agency.

23. INDEMNITY

Licensee shall indemnify, defend and hold harmless a "Indemnitee" Licensor, its parent and affiliates, and the agents, employees, officers, directors and shareholders of Licensor and its affiliates, from and against any and all fines, penalties, losses, costs, damages, injuries, claims, expenses or liabilities (hereafter individually and collectively called ("Liabilities")), including, but not limited to, Liabilities resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of, resulting from or in any way connected with this Agreement or the performance of this Agreement and directly or indirectly caused, in whole or in part, by the acts or omissions, negligent or otherwise, of Licensee or a contractor or an agent of Licensee or an employee or any one of them, regardless of the negligence of any Indemnitee, be it active or passive, except where such Liabilities arise from the sole negligence or willful misconduct of Licensor, its agents or employees. Licensor shall, as soon as practicable, notify Licensee of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Licensee shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding, and Licensee shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Licensee shall also (1) keep Licensor and any other Indemnitee subject to such claim fully informed as to the progress of such defense and (2) afford Licensor and such Indemnitee, each its own expense, an opportunity to participate on an equal basis with Licensee in the defense or settlement of such claim.

24. LICENSOR'S RIGHTS

Licensor reserves to itself and to each other owner of Outside Plant the right to maintain said Outside Plant and to operate their Facilities thereon or therein in such a manner as will best enable them to fulfill their own service requirements, and neither Licensor nor any said other owner shall be liable to Licensee or any third party for any interruption to Licensee's service or any interference with

the operation of Licensee's Facilities arising in any manner from the use of said Outside Plant and the Facilities thereon or therein by Licensor and each said other owner.

25. INSURANCE

(a) Any and all insurance and/or bonds that may be required under the law, ordinances and regulations of any governmental authority, including but not limited to, Workers' compensation Insurance, are and shall be the sole responsibility of Licensee.

(b) Licensee shall maintain in force insurance coverage and levels at or above those evidenced in the Certificate of Insurance attached to this Agreement as Exhibit "E". Licensor shall be named as an additional insured on any such policies.

(c) Prior to the execution of this Agreement, or if requested by Licensor at any time thereafter, Licensee shall provide Licensor with certification by a properly qualified representative of its insurer that Licensee's insurance complies with the provisions of this Paragraph 25. In addition, such certification shall describe the coverage's as being either on an "occurrence" or "claims-made" form. Workers' Compensation Insurance shall contain a waiver of subrogation against and an assignment of statutory lien to Licensor, its parent or affiliates. If requested by Licensor, Licensee shall provide to Licensor a copy of any and all policies of insurance required pursuant to this Agreement.

(d) The insurance specified above shall:

(1) name Licensor, its parent, affiliates, and directors, shareholders, and employees of Licensor, its parent and affiliates and "additional insured" in matters by this Agreement;

(2) provide that said insurance is primary coverage with respect to all insureds;

(3) contain a standard Cross-Liability Endorsement which provides that the insurance applies separately to each insured, and that the policies cover claims or suits by one insured against the other; and

(4) not be terminated, called, lapsed, or materially changed without thirty (30) days prior written notice to Licensor, such notice to be provided to Licensor as specified in Paragraph 32 below ("Notice"). In the event said insurance is terminated, canceled, lapsed, or materially changed or if Licensee does not reinstate such insurance as is required under the provisions of this Paragraph 25 within fifteen (15) days after written notice to Licensor, Licensor may terminate this Agreement or, at Licensor's option and at Licensee's expense, Licensor may reinstate said insurance by purchasing policies at Licensee's expense providing the coverage set forth in this Paragraph 25.

(e) All insurance policies required by this Agreement shall be issued by companies licensed to transact business in the State of California and which hold a current Policy holder's Alphabetic and Financial Size Category Rating of not less than "A" according to Best's Insurance Reports.

(f) Licensee's obligations to maintain the insurance required herein, and to provide evidence of same, shall survive for a period of ten (10) years beyond the termination, cancellation, or expiration of this Agreement. If Licensee's coverage's are on "claims-made" forms, Licensee agrees to maintain such insurance and to provide Licensor evidence thereof for the period stated in this Paragraph 25(f).

(g) at any time during the term of this Agreement, Licensor may require Licensee to obtain and maintain in force insurance with coverage of limits in addition to the foregoing.

26. FAITHFUL PERFORMANCE BOND

Licensee may be required to furnish in an amount to be specified by Licensor to cover the faithful performance by Licensee of its obligations under this Agreement. Said bond shall be issued by a commercial bonding company selected by Licensee and satisfactory to Licensor, shall be in such form and in such amount as Licensor shall specify from time to time, shall be maintained in full force and effect throughout the life of this Agreement, and shall not be subject to termination or cancellation

except upon ninety (90) days' prior written notice by Certified Mail to Licensor at the address specified in Paragraph 32 below.

If Surety on the bond should give notice of the termination of said bond and if Licensee does not reinstate the bond within fifteen (15) days after written notice from Licensor, Licensor may by written notice to Licensee, terminate this Agreement and/or revoke permission to use the outside Plant covered by an or all applications submitted by Licensee hereunder, and Licensee shall remove, subject to the provisions of Applicable Construction Requirements, its Facilities from the Outside Plant to which said termination applies within thirty (30) days from such notification.

27. LIENS

Licensee and its contractors shall keep said Outside plant free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Licensee, its agents or contractors. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any such liens, claims or actions, together with costs of suit, and reasonable attorneys' fees incurred by Licensor in connection with any such claim or action. In the event that there shall be recorded against said outside Plant any claim of lien arising out of any such work performed, materials furnished or obligations incurred by Licensee or its contractors and such claim of liens not removed within ten (10) days after notice is given by Licensor to Licensee to do so, Licensor shall have the right to pay and discharge said lien without regard to whether such lien shall be lawful, valid or correct. Licensee shall, within thirty (30) days after written notice from Licensor, reimburse Licensor for any such claim paid by it.

28. CONFIDENTIAL INFORMATION

Any specifications, drawings, sketches, models, samples, tools, computer programs, technical information, confidential business, customer or personnel information or dates, written, oral or otherwise (all referred to as "Information"), obtained by Licensee from Licensor under this Agreement shall remain Licensor's property. All copies of such Information in written, graphic or other tangible form shall be returned to Licensor upon request. Unless such Information was previously known to Licensee to be free of any obligation to keep it confidential or has been or is subsequently made public by Licensor or a third party, it shall be kept confidential by Licensee, shall be used only in performing hereunder, and may be used for other purposes only upon such terms as may be agreed upon in writing. Except with Licensor's prior written agreement, Information which Licensee may disclose hereunder to Licensor shall be deemed non confidential, nonproprietary, and free from all restrictions on use or disclosure. If Licensee provides Licensor with any proprietary or confidential Information which is conspicuously marked as such, Licensor shall use the same degree of care to prevent its disclosure to others as Licensor with respect to its own proprietary or confidential Information.

29. PUBLICITY

Licensee agrees to submit to Licensor all advertising, sales promotions and other publicity relating to this Agreement or the work performed hereunder, wherein the name of Licensor or Licensor's parent or affiliates is mentioned, or wherein language, signs, markings or symbols are used from which name of Licensor or Licensor's parent or affiliates may, in Licensor's judgment, be reasonably inferred or implied. Licensee further agrees not to publish or use such advertising, sales promotion or publicity without the written approval of Licensor.

30. NO AGENCY RELATIONSHIP

Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Licensor and Licensee.

Licensee hereby declares and agrees that it is an independent Agency and is not an agent, employee or representative of Licensor. Licensee further agrees throughout the term of this Agreement that no contractor, employee, agent, representative or officer of Licensee shall represent to any third party that he/she is an employee, agent or contractor of Licensor and that Licensee's employees, agent and contractors shall conduct themselves in a professional manner and properly identify their name and company name when called upon to do so by any third party who has a right to know (e.g., property owners, law enforcement personnel, employees or agents of Licensor). Licensee shall be solely responsible for compliance with all applicable laws governing employment and for Licensee's own acts and those of its employees, agents and contractors during the performance of obligations under this Agreement.

31. ASSIGNMENT

Licensee shall not, without the prior written consent in writing of Licensor, assign, transfer, sublet this Agreement or permit any other person or entity to use any of its Facilities placed in or on Licensor's Outside Plant. Licensor shall not unreasonably delay its consent. Any attempted assignment in contravention of this paragraph shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto.

32. NOTICE

Wherever in this Agreement notice is provided or required to be given by either party hereto to the other such notice shall be in writing and transmitted by mail or by personal delivery to Licensor at its office at _____, Attention: Structure License Coordinator and to Licensee at its office at _____ Attention: _____ or to such other address as either party hereto may, from time to time, designate in writing for that purpose.

33. GENERAL PROVISIONS

(a) Filing with California Public Utilities Commission

Licensor declares that the filing of this Agreement with the California Public Commission pursuant to the procedural requirements of General Order 96A is not to be construed as a public offering by Licensor of the services or Facilities provided herein. This Agreement shall be subject to such changes or modifications as may be required or authorized by any regulatory commission in the exercise of its lawful jurisdiction, tribunal or court of competent jurisdiction.

(b) Executive Orders

Exhibit "F" (Executive Orders and Associated Regulations) is hereby made a part of this Agreement.

(c) Applicable Law

This Agreement shall be construed in accordance with the laws of the State of California.

(d) Time of Essence

Time is of the essence of this Agreement.

(e) Force Majeure

Except for the payment of moneys due under this Agreement, neither party shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations results from causes beyond its reasonable control and without its fault or negligence. In the event of any such

excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. If any excused delay occurs, the party unable to perform shall give immediate notice to the other party, while simultaneously seeking, in good faith to utilize reasonable alternative means for accomplishing the purpose of this Agreement and preventing delay.

(f) No Third Party Beneficiaries

Except as otherwise provided in this Agreement, the provisions of said Agreement are for the benefit of the parties hereto and not for any other person.

(g) Waiver

Waiver by either party of any provision of this Agreement, or of default or breach by the other party, shall not be deemed a general waiver of provisions, or as a waiver by the nondefaulting party of any subsequent default or breach.

(h) Modification and Amendments

No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification.

(i) Entire Agreement/conflict with Prior Agreements

This Agreement, the Applicable Construction Requirements, as they may be modified, and the Exhibits attached hereto or referenced herein constitute the entire Agreement between the parties with respect to the subject matter thereof. Except as otherwise provided in the Agreement, all prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.

(j) No Exclusive Rights

Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor or any other owner of an interest in or of Facilities on or in said Outside Plant, by contract or otherwise, upon others to use any Outside Plant covered by this Agreement: and Licensor and each other such owner shall have the right to continue and extend such rights or privileges. The privileges herein granted to Licensee shall at all times be subject to any such existing contracts and arrangements.

SIGNATURE PAGE TO FOLLOW

EXECUTED THIS _____ day of _____, 19____

LICENSOR:

PACIFIC BELL

By: _____
(SIGNATURE)

NAME: _____

TITLE: _____

LICENSEE:

By: _____
(SIGNATURE)

NAME: _____
(PRINT NAME)

TITLE: _____